

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 Bernard and Susan Kuhn)
)
 Plaintiffs,)
)
 vs)
)
 The Travelers Home and Marine)
 Insurance Company,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS

SUMMONS
 (Jury Trial Demand)

2018 FEB -9 AM 11:45
 FILED
 CLERK OF COURT

TO THE DEFENDANT(S) ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the undersigned attorneys at their offices at 1111 Church Street, Camden, South Carolina within thirty (30) days after the service hereof, exclusive of the day of such services; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

SAVAGE, ROYAL & SHEHEEN, L.L.P.

By:

Vincent A. Sheheen, Esq Bar# 11552
 Post Office Drawer 10
 1111 Church Street
 Camden, South Carolina 29020
 (803) 432-4391



Jonathan M. Milling, Esq
Milling Law Firm
2910 Devine Street
Columbia, SC 29205

February 5, 2018

STATE OF SOUTH CAROLINA)

) IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

Bernard and Susan Kuhn,)

Plaintiff,)

vs)

COMPLAINT
(Jury Trial Demanded)The Travelers Home and Marine
Insurance Company,)

Defendant.)

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 RICHLAND COUNTY

Plaintiffs, complaining of the Defendant above-named, would respectfully show unto this Honorable Court as follows:

1. That the Plaintiffs are citizens and residents of the County of Richland, State of South Carolina.

2. That the Defendant The Travelers Home and Marine Insurance Company, hereafter as "Travelers", is, upon information and belief, a corporation organized and existing under the laws of one of the states of the United States and doing business in writing insurance in the County of Richland, State of South Carolina.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

3. That the Defendant Travelers sold and issued a policy of Homeowners insurance to Bernard E. And Susan C. Kuhn Policy Number OHI:685-987932532-637-1.

4. After receiving coverage under the policy and paying all required premiums, Plaintiff suffered a collapse of their home, suffering damages to the home, incurred repair and replacement costs, and other incidental and consequential damages. That

such losses are covered under the above-referenced mutually binding insurance contract.

That among other promises, Defendant promised to pay for losses caused by a collapse of the home.

5. That the Defendant Travelers has refused to pay the losses incurred by the Plaintiffs and instead claims that the Plaintiffs' losses are not covered.

6. That at all times relevant hereto, the insurance policies aforementioned were in full force and effect and all premium payments were current, and the Plaintiffs complied with all conditions precedent to payment of benefits.

7. That the Plaintiffs have timely submitted claims to the Defendant Travelers.

8. That the Plaintiffs are informed and believes that they are entitled to a judgment against the Defendant Travelers for the previously submitted claims which have been wrongfully refused together with interest from the date of bringing this action including attorney's fees for refusal to pay these claims without reasonable cause and in bad faith pursuant to Section 38-59-40 and Section 38-63-90, South Carolina Code of Laws, 1976. Plaintiffs are also entitled to specific performance under that contract.

FOR A SECOND CAUSE OF ACTION
(Bad Faith Refusal to Pay)

9. Plaintiffs reiterate each and every allegation contained in paragraphs 1 through 8 of the first cause of action as if stated herein verbatim.

10. That the Defendant Travelers has acted in bad faith and/or was unreasonable, reckless, willful and wanton in one or more of the following particulars, to-wit:

a. In refusing to honor claims submitted for benefits within thirty days from reasonable proof of the claim;

b. In unreasonably delaying payment of the Plaintiffs' claims;

c. In failing to communicate to the Plaintiffs any reasonable justification for failing to honor the claims;

d. In failing to attempt in good faith to effect a fair, prompt, and equitable settlement of the claims;

e. In compelling the Plaintiffs to institute a lawsuit to recover lawful benefits due under the aforementioned policy;

f. In failing to fully investigate and review the claims to determine whether or not the claims came within the coverage afforded by the Defendant's policies;

g. Throughout the course of dealings between the Plaintiffs and the Defendant, in acting negligently, in bad faith, and in reckless disregard of the rights of the insureds; and

h. In breaching the implied covenant of good faith and fair dealing arising on the contract.

11. That as a proximate and direct result of the bad faith, recklessness and wantonness, the Plaintiffs have been damaged, including, but not limited to, mental and emotional distress created by the delay and the bad faith refusal of the Defendant Travelers to pay, the costs of hiring legal counsel to pursue the claim, the costs and expenses associated with bringing this action, and the loss of interest on the money owed by the Defendant Travelers due to their refusal to timely honor the claims.

12. That the Plaintiffs is therefore informed and believes that they are entitled to judgment against the Defendant Travelers for loss and damage in a sum to be determined by this Court for both actual and punitive damages, attorneys fees, interest, and costs.

FOR A THIRD CAUSE OF ACTION
(Violation of the Unfair Trade Practices Act)

13. Paragraphs 1-12 are incorporated herein by reference as if set forth verbatim.

14. By the actions set forth above, Plaintiffs are informed and believes that Defendant has engaged in unfair and deceptive acts in the conduct of their business that violate S.C. Code Ann. Section 39-5-20.

15. Plaintiffs are further informed and believes that these actions adversely impacted the public interest. Plaintiffs are informed and believes that these deceptive and unfair trade practices have a potential for repetition and impact the public interest.

16. As a result of Defendants' violations of the Unfair Trade Practices Act, Plaintiffs have suffered damages in numerous and substantial ways, including debts incurred and the loss of moneys, mental anguish and suffering. WHEREFORE, Plaintiffs pray for judgment against the Defendant for actual and punitive damages, in a sum to be determined by the Court.

SAVAGE ROYAL & SHEHEEN LLP

BY

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Camden, S. C. 29020
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Camden, South Carolina
February 5, 2018

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STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Bernard and Susan Kuhn)

Plaintiffs,)

vs)

The Travelers Home and Marine Insurance Company,)

Defendant.)

IN THE COURT OF COMMON PLEAS

CERTIFICATE OF SERVICE
2018-CP-40-00845

I, the undersigned, an employee of Savage, Royall & Sheheen, do hereby certify that I have served the foregoing Summons and Complaint by depositing a copy of same in a United States Postal Mailbox, first class mail, postage prepaid, certified mail, return receipt requested, addressed to the party below on the 15th day of February, 2018.

The Travelers Home and Marine Insurance Company
One Tower Square
Hartford, Connecticut 06183-6014

Nancy M. Richbourg
Nancy M. Richbourg
Secretary for
Vincent A. Sheheen
Post Office Drawer 10
Camden, S.C. 29021
(803) 432-4391

SWORN to before me this 15th day
of February, 2018.

Mary D. Snyder
Notary Public for S.C.
My Commission Expires: 9/6/2021